

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM359815

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Shock Doctor, Inc.		10/23/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank N.A., as Administrative Agent		
<b>Street Address:</b>	111 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86784521	X-CHROMA BY NATHAN	
<b>Serial Number:</b>	86546861	RUN RIGHT LIGHT	
<b>Serial Number:</b>	86546863	RUNWAVE	
<b>Serial Number:</b>	86546865	HYDRATE. RUN STRONGER.	
<b>Serial Number:</b>	86546867	RUN STRONGER. RUN LONGER.	
<b>Serial Number:</b>	86443667	SONICMOUNT	
<b>Serial Number:</b>	86227976	BE SEEN. RUN LONGER.	
<b>Serial Number:</b>	86975423	SPEEDLOCK	
<b>Serial Number:</b>	86031014	SPEEDLOCK	
<b>Serial Number:</b>	85812042	PUSH > POTENTIAL	
<b>Serial Number:</b>	85668088	LIGHTWAVE	
<b>Serial Number:</b>	85164968	SOFTTOUCH CAP	
<b>Serial Number:</b>	85151146		
<b>Serial Number:</b>	77780331	NATHAN	
<b>Serial Number:</b>	77779709	NATHAN	
<b>Serial Number:</b>	77646767	WATERBOX	
<b>Serial Number:</b>	73177857	WRIST RUNNER	
<b>CORRESPONDENCE DATA</b>			

CH \$440.00 86784521

**Fax Number:** 3125774688

***Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***

**Phone:** (312)577-8416

**Email:** carole.dobbins@kattenlaw.com

**Correspondent Name:** Carole Dobbins c/o Katten Muchin

**Address Line 1:** 525 W. Monroe St.

**Address Line 4:** Chicago, ILLINOIS 60661

<b>NAME OF SUBMITTER:</b>	Carole Dobbins
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<b>SIGNATURE:</b>	/Carole Dobbins/
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<b>DATE SIGNED:</b>	10/23/2015
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**Total Attachments: 5**

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## FIRST LIEN TRADEMARK SECURITY AGREEMENT

THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of October 23, 2015, is made by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of BMO Harris Bank N.A., as administrative agent (in such capacity, together with its successors and permitted assigns, the “**Administrative Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of April 22, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Shock Doctor, Inc., a Delaware corporation (“**Borrower**”), Shock Doctor Intermediate, LLC, a Delaware limited liability company, as Holdings, the Lenders and the L/C Issuers from time to time party thereto and the Administrative Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to that certain First Lien Guaranty and Security Agreement, dated as of April 22, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “**Guaranty and Security Agreement**”), in favor of the Administrative Agent, to guarantee the Obligations (as defined in the Credit Agreement) of Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

a. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

b. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Trademark Collateral**”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

c. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

d. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks.

e. Counterparts. This First Lien Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

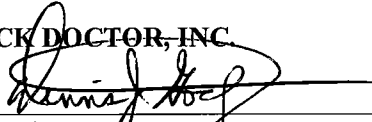
f. Governing Law. This First Lien Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this First Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**SHOCK DOCTOR, INC**

By

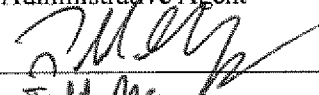


Name: DENNIS J. GETZ

Title: CFO

ACCEPTED AND AGREED  
as of the date first above written:

**BMO HARRIS BANK N.A.,**  
as Administrative Agent

By   
Name: Todd Messersmith  
Title: Director

[Signature Page to First Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005651 FRAME: 0963**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Owner	Mark	Country	Status	App No	App Date	Reg No
Borrower	X-CHROMA BY NATHAN	United States	Pending	86784521	10/12/15	N/A
Borrower	RUN RIGHT LIGHT	United States	Pending	86546861	2/26/15	N/A
Borrower	RUNWAVE	United States	Pending	86546863	2/26/15	N/A
Borrower	HYDRATE. RUN STRONGER.	United States	Pending	86546865	2/26/15	N/A
Borrower	RUN STRONGER. RUN LONGER.	United States	Pending	86546867	2/26/15	N/A
Borrower	SONICMOUNT	United States	Registered	86443667	11/4/14	4764054
Borrower	BE SEEN. RUN LONGER.	United States	Registered	86227976	3/21/14	4621045
Borrower	SPEEDLOCK	United States	Registered	86975423	8/7/13	4646751
Borrower	SPEEDLOCK	United States	Pending	86031014	8/7/13	N/A
Borrower	PUSH > POTENTIAL	United States	Registered	85812042	12/28/12	4492317
Borrower	LIGHTWAVE	United States	Registered	85668088	7/3/12	4518455
Borrower	SOFTTOUCH CAP	United States	Registered	85164968	10/29/10	4195286
Borrower	<i>Design Only</i>	United States	Registered	85151146	10/12/10	4086223
Borrower	NATHAN	United States	Registered	77780331	7/14/09	3953094
Borrower	NATHAN	United States	Registered	77779709	7/13/09	3843795
Borrower	WATERBOX	United States	Registered	77646767	1/9/09	3668912
Borrower	WRIST RUNNER	United States	Registered	73177857	7/12/78	1129566